

FITCHBURG REDEVELOPMENT AUTHORITY
renewing • revitalizing • rebuilding

166 Boulder Drive, Suite 104 | Fitchburg, MA 01420
978.345.9602 | www.fitchburgredevelopment.com

NARRATIVE INFORMATION SHEET

1. **Applicant Information:** Fitchburg Redevelopment Authority
166 Boulder Drive, Suite 104
Fitchburg, MA 01420
2. **Funding Requested:**
 - a. **Grant Type:** Single Site Cleanup
 - b. **Federal Funds Requested:** \$440,000
3. **Location:** City of Fitchburg
Worcester County
Commonwealth of Massachusetts
4. **Property Information** Former Power Plant at Putnam Place
166-200 Boulder Drive
Fitchburg, MA 01420
5. **Contacts:**
 - a. **Project Director:** Meagen P. Donoghue, Executive Director
(978) 345-9602
director@fitchburgredevelopment.com
Fitchburg Redevelopment Authority
166 Boulder Drive, Suite 104
Fitchburg, MA 01420
 - b. **Chief Executive:** Meagen P. Donoghue, Executive Director
(978) 345-9602
director@fitchburgredevelopment.com
Fitchburg Redevelopment Authority
166 Boulder Drive, Suite 104
Fitchburg, MA 01420
6. **Population:** 40,638 (2019 American Community Survey)
7. **Other Factors:** The proposed site is adjacent to a body of water: The Nashua River would be contiguous to the property if railroad lines did not separate the property from the water.
8. **Letter from the State Environmental Authority:**
Enclosed



Commonwealth of Massachusetts
Executive Office of Energy & Environmental Affairs

Department of Environmental Protection

One Winter Street Boston, MA 02108 • 617-292-5500

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Kathleen A. Theoharides
Secretary

Martin Suuberg
Commissioner

October 7, 2020

U.S. EPA New England
Attn: Frank Gardner
5 Post Office Square, Suite 100
Boston, MA 02109-3912

RE: STATE LETTER OF ACKNOWLEDGMENT
Fitchburg Redevelopment Authority, Application for EPA Cleanup Grant Funds, 166-200 Boulder Drive

Dear Mr. Gardner:

I am writing to support the proposal submitted by the Fitchburg Redevelopment Authority (FRA) under the Fiscal Year 2021 U.S. Environmental Protection Agency (EPA) Brownfield Cleanup Grant Program. Funding from the EPA will allow FRA to demolish the Power Plant building and appropriately dispose of the hazardous building materials, thus allowing ample parking for existing and future tenants of Building No. 3. FRA is in the process of entering into agreements with two agricultural companies to use Building No. 3 for a for-profit produce supply company and a non-profit agricultural education company that will address food insecurities. Funding from EPA to demolish the Power Plant Building will provide much needed parking to allow these and other future businesses to flourish.

In Massachusetts, state and federal agencies have developed strong partnerships and work together to ensure that parties undertaking Brownfield projects have access to available incentives. The Massachusetts Department of Environmental Protection (MassDEP), through our regional officers, provides technical support to Brownfield project proponents when regulatory issues arise. If this proposal is selected, MassDEP will work with our state and federal partners to provide the support to the FRA to help make this project a success.

We greatly appreciate EPA's continued support of Brownfield efforts here in Massachusetts.

Sincerely,

Paul Locke
Assistant Commissioner, Bureau of Waste Site Cleanup

ec: Meagan Donoghue, Executive Director, Fitchburg Redevelopment Authority
Mike LeBlanc, Brownfields Coordinator, MassDEP Central Regional Office

This information is available in alternate format. Contact Michelle Waters-Ekanem, Director of Diversity/Civil Rights at 617-292-5751.
TTY# MassRelay Service 1-800-439-2370

MassDEP Website: www.mass.gov/dep

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IV.E. NARRATIVE/RANKING CRITERIA

1. PROJECT AREA DESCRIPTION AND PLANS FOR REVITALIZATION

a.i. Background and Target Area and Brownfields

The city of Fitchburg's contemporary character is a result of an evolutionary pattern that began in the 1700s as a small agricultural community and eventually materialized into a regional industrial powerhouse. During its heyday, Fitchburg was comprised of mills that lined the Nashua River all the way to the community's borders. The targeted Brownfields Site for this Cleanup Grant proposal is located within a campus of one of Fitchburg's former mill complexes. Located within the downtown corridor the Brownfields Site, or the Putnam Place Power Plant is also within a designated Opportunity Zone and identified within the Fitchburg Redevelopment Authority's (FRA) Urban Renewal Plan.

Fitchburg is post-industrial community located in north central Worcester County, Massachusetts. It sits just 10 miles from the New Hampshire border, 25 miles from Worcester, 50 miles from Boston, and 211 miles from New York City. The city is easily accessible via highway or commuter train to all points. According to the 2019 American Community Survey, Fitchburg's population totaled 40,638.

A historic and densely populated mill city on the scenic Nashua River, Fitchburg can trace its history back to the 17th century as an agrarian community for its first 150 years before emerging as a regional industrial hub. As the American Industrial Revolution began to surface, factories began to line the banks of the Nashua River. It soon became home to waves of immigrants who were behind the manufacturing of various products including saws, bicycles, firearms, paper, textiles and other products. Surrounded by its hilly terrain, Fitchburg grew to be the second largest city in the county and obtained city status in 1872. As an urban core developed and began to flourish, soon a courthouse, county jail and the region's first high school were developed, creating a walkable and dynamic community. Later the addition of the streetcar led to suburban neighborhoods radiating to the city's borders.

Fitchburg's fortunes, however, began to wane in the early part of the 20th century when the industry that once drove the community began to decline when many operations moved away after World War I. The onset of the Great Depression caused even more factories to close and jobs to disappear, although Fitchburg's commercial and professional sector remained important to the region. In 1930, General Electric (GE) opened a plant in Fitchburg, bringing back hope of a return to the city's manufacturing heyday, though few other employers followed. GE solidified its status as a major employer for the region for several decades. Yet in 1998, GE closed the plant and deeded the property to the Fitchburg Redevelopment Authority (FRA).

Since taking ownership, the FRA has made strides with the property having been identified as a target site within the agency's Urban Renewal Plan. In an effort to couple office and industrial space in one location, the FRA demolished smaller, deficient buildings and concentrated efforts on the main building within the complex. It was here where in 2004, offices were built out in the front of the building while a national defense contractor maintained a factory in the rear. Today the main building is 95% occupied with municipal and state offices, a National Science Foundation environmental lab, the national defense contractor which build turbines for ships and

electric busses, a brewery, and the FRA's headquarters. Adjacent to the main building is Building 3, which is poised to be redeveloped in a joint effort by an indoor agriculture venture who will provide wholesale produce to regional grocery stores and an agricultural non-profit seeking to establish a food hub for farmers to package their goods and to address local food insecurity. Behind both buildings sits Building 6, the decommissioned power plant has sat vacant for decades.

According to the Fitchburg Assessor's office, the Brownfields site is identified as Parcel 01 on Tax Map 42, and the parcel size is approximately 10.17 acres. The Brownfield Site itself is the former Power Plant which at one time supplied the energy for the entire GE Campus. Since 1998, it has sat vacant. While the FRA has taken measures to secure the building, the structure itself contains hazardous building materials, including, but not limited to asbestos, PCB-containing materials and chlorinated volatile organic compounds that overtime have made it impossible for reuse or redevelopment. The cleanup of the Brownfield Site itself is also in line with the redevelopment of the entire former GE campus under the FRA's Urban Renewal Plan. It is also positioned within a federally designated Opportunity Zone (Census Tract: 25027710700), comprising of an economically depressed downtown corridor with storefronts at a 95% vacancy rate. Renters primarily inhabit multi-unit housing within the corridor at 88%, of which the median household income is \$17,039 and the unemployment rate is 7% (2019 American Community Survey Estimates).

The goal of the Cleanup Grant is to put towards the removal of the hazardous building materials within the structure to prepare the Site for demolition. This will make way for additional on-site parking for both current tenants and for the proposed redevelopment project for the adjacent Building 3. The proposed Building 3 project will be a multi-million-dollar venture that will bring the building up to code and become a state-of-the-art urban agricultural facility that will supply leafy greens to regional grocery stores. The project will also be joined by a regional non-profit that will establish a food hub to package area farmer's goods to address the area's food insecurities. This project is set to begin in 2021 and will not only spur development in the downtown corridor but will also provide jobs and education to those within the Fitchburg community. This highly anticipated project is backed by local and state politicians as well as the US Department of Agriculture.

It is important to point out however, the city of Fitchburg as a whole is governed by a Mayor and City Council and within its geography one can find Fitchburg State University, Burbank Hospital, two MBTA Commuter Rail stops, many unique shops and restaurants, and a wide variety of recreational opportunities including the Oak Hill Golf Course, the Twin City Rail Trail, and Cogshall Park. Yet the area in which the Brownfields Site is located is within the downtown corridor. Designated as an Opportunity Zone, this section of the city is no longer recognizable when compared to its original design as a walkable, self-contained, vibrant local community. The modern-day neighborhood hosts a building stock that represents numerous vacant storefronts and commercial buildings coupled with low-income, multi-family rental units.

As the City continues to evolve, it is essential that former industrial sites, including the former Power Plant are remediated and transformed into a use that complements the City's existing economy while providing increased opportunities and services for the City's residents. With that in mind, the Putnam Place Power Plant is a significantly contaminated site within the community

and will have an impactful economic boost that will spur other redevelopment and is in the most acute need of funding for remediation.

a.ii. Description of the Brownfields Site

This Brownfields Site is the former location of a General Electric (GE) facility, which has been renovated by the FRA and is now known as Putnam Place, which currently consists of three separate buildings including:

- Former GE facility “Building No. 2” which has a footprint of approximately 154,000 square feet. This building is currently occupied by FRA’s office, Leonardo DRS Power Technology, City of Fitchburg municipal offices, North Worcester County Registry of Deeds, National Ecological Observatory Network, and River Styx Brewing.
- Former GE facility “Building No. 3” which has a footprint of approximately 35,000 square feet and is currently unoccupied, but negotiations are ongoing for the redevelopment into an urban agricultural center.
- Former GE facility “Power Plant” building, which is also currently unoccupied and is subject of this document.

The Site was utilized by GE to manufacture electric turbines from circa 1938 until 1998. Prior to 1941, the Manning & Maxwell Machine Works Company occupied the site (circa 1936 to 1941). The Putnam Machine Company occupied the Site from at least 1887 to 1902 (Fitchburg Historical Society). The FRA took ownership of entire site complex circa 1999. As part of redevelopment of the site into “Putnam Place,” the FRA leveraged several public and private funding sources to conduct previous assessment and cleanup, facility renovation and improvements, and partial building demolition completed in 2004.

The former power plant building was constructed circa 1914 and was used by both Manning & Maxwell Machine Works and GE to power their facilities and manufacturing operations. The building has been abandoned since the late 1990s, (Putnam Place buildings are now heated by natural gas) and is in deteriorated condition.

The former GE Power Plant building, which is located on the rear portion of the complex, has a footprint of approximately 7,300 square feet. The building is constructed of mostly brick and contains two (2) boilers that extend from the building basement up to the second story of the building. The building also contains a smokestack, and there is an existing above ground storage tank (AST) located in a separate enclosure immediately adjacent to the power plant building. The building is mostly surrounded by paved surface areas, and a railroad spur line is located to the south of the building.

In 1988, the Massachusetts Department of Environmental Protection (MassDEP) assigned a Release Tracking Number (RTN) 2-0263 to the former GE property for releases associated with petroleum (No. 6 fuel oil) and chlorinated volatile organic compounds to soil and groundwater, and polynuclear aromatic hydrocarbons and heavy metals associated with urban fill soils. Specific to the power plant building, a former 4,000-gallon waste oil underground storage tank was located adjacent to (east of) this building and was removed in 1999.

The site release was closed out with Class A-3 Response Action Outcome Statement with an Activity and Use Limitation (AUL) in December 1999 under the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000) regulations. Following an audit by MassDEP in July 2014, the AUL was retracted and a new AUL was recorded on the property deed in January 2015. The AUL that was placed across the entire 10.17-acre property does not distinguish between the type(s) of contamination (and levels of) present on different portions of the Site, but rather restricts future site uses to non-residential and requires. The AUL also specifies obligations and conditions which must be followed to maintain a Permanent Solution and a condition of No Significant Risk in accordance with the MCP. Specifically, prior to any activity that is likely to result in the excavation, transportation and disposal of contaminated soil from the property, the AUL requires preparation of a Soil Management Plan by a Licensed Site Professional (LSP); a hazardous waste site cleanup professional in Massachusetts, and a Health & Safety Plan by a Certified Industrial Hygienist or other qualified individual.

Under a recent EPA-funded Brownfields Assessment program, FRA had a Pre-Demolition Hazardous Building Materials Assessment (HBMA) completed in 2018. The HBMA work included a visual assessment of each functional space, for the presence of suspect hazardous building materials (asbestos, polychlorinated biphenyls - PCBs), physical bulk sampling of suspect asbestos and PCB-containing materials, and sampling of concrete floor materials for chlorinated volatile organic compounds, which is a contaminant of concern for the subsurface environment at the Site. A visual inventory of other hazardous/regulated wastes (i.e. oil and mercury-containing equipment/devices, etc.) was also completed. The HBMA findings indicated that extensive amount of asbestos containing materials (ACM) were identified, including but not limited to: Thermal System Insulation (TSI - pipe and fitting insulation), transite boards, window caulking, window glazing, galbestos siding, and roofing materials. PCBs were detected above 50 parts per million (ppm) in epoxy floor paint on a portion of the basement floor level. Other hazardous building materials identified including fluorescent light tubes and thermostats suspected of containing mercury, PCB and diethylhexyl phthalate (DEHP)-containing light ballasts, as well as white goods, cleaning chemicals, oils, and paints that should be segregated during demolition and recycled or disposed of as regulated or hazardous waste.

Since the completion of the HBMA survey, the FRA has had to perform an emergency asbestos removal program for an incident outside of the former power plant building, as TSI materials had fallen to the ground from inoperable overhead insulated piping systems traversing between the subject building and Building No.2. This issue was addressed in April 2019.

b. Revitalization of the Target Area

b.i. Reuse Strategy and Alignment with Revitalization Plans

The FRA is actively involved in negotiations for the re-use of the unoccupied Building 3, located off Boulder Drive adjacent to (in front of) the former power plant building. The proposed reuse will include an indoor hydroponic agricultural site that will grow and distribute leafy greens regionally to grocery stores, coupled with a food hub overseen by an agriculture-based nonprofit to address local food insecurities. One of the prohibitors of the reuse of that building is the lack of parking on the property. Since the abandoned Power Plant no longer serves a purpose, is in deteriorated condition, and may become a further hazard over time, this building is slated for

demolition to facilitate construction of additional parking areas necessary to support existing and future tenants of the entire campus.

Additionally, the entire property, in which the Brownfields Site is located, is identified as significant in the FRA's Urban Renewal Plan and also part of the Urban Renewal District. Both designations were approved by the Commonwealth's Department of Housing and Community Development in 2000. The property has also been identified by the Massachusetts Historical Commission as historically significant because of its long industrial past. With these designations in mind, and since the FRA's acquisition of the entire property on Boulder Drive, significant steps have been taken to update the property including the revitalization of Building 2 in 2004 and the demolition of two (2) buildings in the north part of the campus in 2014. With each step towards revitalizing the property, the FRA has done so with a concerted effort to boost economic opportunities for current and future tenants. Most recently, the Census tract (25027710700) in which the Site sits was designated as a Federal Opportunity Zone. As such, there has been interest in the entire zone by developers, including at Putnam Place.

b.ii. Outcomes and Benefits of Reuse Strategy

Fitchburg's downtown corridor is within a designated Opportunity Zone due to the high vacancy rate of commercial properties, the high number of multi-family rental units. Yet what became the catalyst for the downtown redevelopment in the Urban Renewal Plan was the FRA's acquisition of the former GE plan in 1999. Since then, redevelopment of the site has allowed several long-term tenants to sign leases with the FRA including, the North Worcester County Registry of Deeds, NEON, a National Science Foundation environmental research lab, Leonardo DRS, an industrial manufacturer of turbines, River Styx Brewing Company, the temporary home of City Hall. Putnam Place is also the home of the FRA's operations.

The previous redevelopment of the site and the proposed Building 3 project creates a critical need for the cleanup and demolition of the Brownfields Site. This small but tangible endeavor will make way for more parking opportunities for current and future tenants to park on site as the downtown corridor continues to evolve and continue to spur additional redevelopment efforts across the Opportunity Zone.

c. Strategy for Leveraging Resources

c.i. Resources Needed for Site Reuse

The FRA has the ability to leverage additional funds, including Mass Development Brownfields Redevelopment Funding of up to \$500,000 (See Appendix), to supplement U.S. EPA grant funds during the project as necessary (See Appendix). The FRA will also contribute the remaining balance as needed. These funding sources will be combined to cover the costs of the entirety of the project from the removal of the hazardous building materials, to the demolition and removal of hazardous materials off site to the final step of paving and striping.

c.ii: Use of Existing Infrastructure

The key to the revitalization is the demolition of the entire structure. There will be no reuse of existing infrastructure as materials will be disposed of properly by removing all materials off site.

2. COMMUNITY NEED AND ENGAGEMENT

a. Community Need

a.i. The Community’s Need for Funding

Through public forum and discussion, based on the community need to assess and redevelop areas of blight, including the Brownfields Site, the FRA initiated the process of creating the Urban Renewal District (URD) in 2000. In particular, the URD includes properties with significant contamination and complex cleanup needs, most notably, the former GE Complex, now known as Putnam Place in the heart of the downtown corridor. While the complex has evolved since 2000, with the demolition and redevelopment of other buildings on the Putnam Place campus, the Brownfields Site still stands and is impacted by elevated concentrations of PCBs, asbestos, and petroleum compounds. When included within the URD and upon completed remediation, the Brownfields Site will make way for parking for current and future tenants of the campus. With regards to this application, the Brownfields Site, located at 166-200 Boulder Drive, Fitchburg, MA, provides the greatest concern, while allowing for the most impactful reuse of land once remediated.

a.ii. Threats to Sensitive Populations

(1) Health of Welfare of a Sensitive Population

Civic and neighborhood pride are challenged in the face of such blight while the Brownfields Site’s appearance creates an aura of danger and disinvestment. Such qualities pose challenges for the FRA as it strives to reimagine and re-invest in the Putnam Place campus, while identifying avenues for continued investment. A lack of interest from the private sector is clear, as evidenced by over 20 years of vacancy at the Brownfields Site and adjacent Building 3 with direct access to the downtown corridor, Fitchburg State University, and the MBTA Commuter Rail, among others. Improving the welfare of the neighborhood will require this site to be cleaned up and primed for the development of Building 3 in anticipation of future private interests may be enticed to invest in Fitchburg’s downtown.

(2) Greater than Normal Incidence of Disease and Adverse Health Conditions

The Brownfields Site’s contamination accumulated over the span of many decades and remains a significant barrier to any potential redevelopment efforts due to the wide array of subsurface and above ground contaminants associated with past activities. Given the known correlation between many of these contaminants, including but not limited to PCPs, and various cancers, there exists an elevated risk to the immediate neighborhood. By successfully removing these various contaminants from the air, soil, ground water cleanup activities will significantly improve the health of the area residents while providing increased opportunity for redevelopment within the area. These impacts should decrease exposure to environmental risks and degradation, incidents of poor health, mental illness and mortality in Fitchburg, most notably the immediate residential and commercial neighborhoods.

(3) Disproportionately Impacted Populations

Abandoned buildings like the Brownfields Site pose serious economic challenges for the neighborhoods they once supported. As the factories closed, a workforce originally brought into serve the community found employment elsewhere creating clusters of vacant mill buildings throughout the city of Fitchburg. While Fitchburg’s unemployment has improved overtime and more recently from 8.0% (2014) to 6.0% (2018), the numbers remain higher as compared to the Commonwealth’s averages of 5.7% to 3.6% respectively. (Based on American Community Survey 5-year Estimates (2014-2018)). It should be also noted that the Brownfield Site is

located within the Census Tract, where persons in poverty is at 38.5% and is significantly higher than the rest of the City, which sits at 16.4% respectively (OpportunityDB.com).

b. Community Engagement

b.i. Project Involvement & b.ii: Project Roles

Since receiving the first EPA grant in 2014, the community has been involved in each phase of the grant implementation, including through public meetings, formal participation, outreach, ongoing oversight, and project and proposal input. The Project Manager (PM) acts as the lead outreach person and is an employee of the FRA. The PM will also work with the Licensed Site Professional (LSP), who is well versed with the property's environmental easement and infrastructure issues. The LSP will provide technical assistance, oversight and reporting as the project evolves. The project is set to begin in May of 2021 and completed in October of the same year.

The FRA has retained a close relationship with various local and state agencies that focus on brownfields as well as health and the environment. Existing relationships with representatives from the Massachusetts Department of Environmental Protection and Mass Development have been maintained through continuous contact and discussion relative to the project. Furthermore, the FRA works in partnership with the City of Fitchburg's Planning and Community Development Office; which includes the Planning Board and Conservation Commission, Department of Health, Building Department and the City's Engineering Office—all of whom will review and comment on the cleanup project of the Brownfields Site.

List of Organizations/Entities/Groups & Roles

Name of org./entity/group	Point of Contact	Specific Involvement
FRA	Meagen Donoghue	Project Manager
Tighe & Bond	Todd Kirton, LSP	LSP
City of Fitchburg	Tom Skiewarski, Dir. Of Planning & Community Dev.	Planning, Cons Comm.
City of Fitchburg	Mark Barbadoro, Bldg. Dept.	Inspectional Services
City of Fitchburg	Steve Curry	Board of Health
Mass Development	Shyla Ruffer Matthews, VP	Brownfields Funding
EPA Region 1	Jim Byrne, Brownfields Coord.	Brownfields Cleanup

b.iii Incorporating Community Input

The FRA involved the local community directly and indirectly. The FRA has made a presentation concerning the brownfields cleanup grant pertaining to the project site and this application at a Neighborhood Meeting on October 15, 2020. This meeting was open to the public and copies of the application were made available for review and comment. The purpose of the Neighborhood Meeting was to solicit input from citizens, neighborhood organizations and other stakeholders. A display ad was printed in the local paper prior to the meeting. All communication made clear that copies of the proposal were available at the FRA office, or by request. (See Appendix).

3. TASK DESCRIPTIONS, COST ESTIMATES, AND MEASURING PROGRESS

a. Proposed Cleanup Plan

The Licensed Site Professional (LSP) submitted an HBMA plan to the EPA under TSCA in 2019. The LSP has also prepared a draft analysis of Brownfields Cleanup Alternatives (ABCA) for the Site.

Since the abandoned Power Plant building no longer serves a purpose, is in deteriorated condition, and may become a further hazard over time, this building is slated for demolition to facilitate construction of additional parking areas necessary to support existing and future tenants of the Site. For the PCBs in the building materials, Toxic Substance Control Act (TSCA) regulations at 40 CFR §761.61 are applicable. For environmental issues (i.e., soil contamination) associated with RTN 2-0263 under the AUL, the proper management of soils encountered during response actions (or building demolition and foundation removal), MCP Method 1 standards are applicable.

Cleanup Alternatives Considered: To address “contamination” at the Site, three different alternatives were considered, including Alternative #1: No Action, Alternative #2: Abatement and Building Renovation, and Alternative #3: Abatement and Demolition. The alternative (or combined alternative) of cleanup of contaminated soils associated with the AUL is not considered because site contamination is generally prevalent across most of the 10.17-acre Site.

Evaluation of Cleanup Alternatives: To satisfy EPA requirements, the effectiveness, implementability, and cost of each alternative must be considered prior to selecting a recommended alternative.

Effectiveness: Alternative #1: Since the abandoned power plant building no longer serves a purpose, is in deteriorated condition, and may become a further hazard over time, the “no action” alternative cannot be evaluated in detail. Alternative #2: The abatement of ACM and hazardous building materials to allow for future renovation of the power plant building for reuse would be effective in addressing the current building issues. Alternative #3: The abatement of ACM and hazardous building materials and demolition would be effective in addressing the current building issues, and it will facilitate construction of additional parking areas necessary to support existing and future tenants of the Site.

Implementability: Alternative #2: Renovation of the former power plant building for reuse cannot be easily implemented, as the building layout is not conducive for other reuses and the “power plant” is no longer needed. Alternative #3: The abatement and demolition of the power plant building can be readily implemented. Proper soil management under an MCP RAM Plan would also be warranted under this alternative because of the handling of soils would be needed to address utility cutoffs and for foundation removal.

The project is set to commence in May of 2021 and be completed by October, 2021.

b. Task Descriptions

Task I – Cooperative Agreement Oversight (\$3500)

The FRA’s Executive Director will travel to the National Brownfields Conference, should one be scheduled during the three-year project period. If not, the Executive Director will participate in regional Brownfields related trainings. Supply costs will support expenses related to community engagement including ongoing management of the Brownfields program on the FRA’s website

and purchase of digital camera for to share progress of project with community. The FRA will commit agency funds to cover staff time related to programmatic costs and to fulfill the necessary reporting requirements to the U.S. EPA, allowing more grant funds to be applied to the proposed cleanup. The FRA will not use any funds for administrative purposes as prohibited by U.S. EPA. **Outcomes & Outputs:** Compilation of materials from the National Brownfields Conference or Brownfields related trainings to share with the FRA’s Board of Directors and Staff, creation of a project information repository, all required reports for submittal to the U.S. EPA Including a final Analysis of Brownfields Cleanup Alternatives (ABC), Community Relations Plan (CRP), quarterly reports, ACRES reporting and funding drawdown requests.

Task II: Abatement Design & Procurement (\$44,000)

Professional, environmental services related to cleanup design, preparation of bidding documents and technical specifications and bidding phase assistance. The FRA will comply with all federal and state procurement requirements in retaining required services. This task will include oversight of cleanup contractor and any reporting necessary. **Outcomes & Outputs:** Solicitation of professional environmental services, completion of cleanup documents including technical specifications and bid documents, contract procurement and execution.

Task III: Abatement (\$396,000)

Cleanup contractor costs for mobilization/demobilization and abatement activities at the Brownfields Site. All required Cost Share funds will be utilized for abatement efforts. **Outcomes & Outputs:** Complete abatement and off-site management of identified hazardous building materials.

c. Cost Estimates:

Categories	Task I: Cooperative Agreement Oversight	Task II: Abatement Design & Procurement	Task III: Abatement Activities	Total
Personnel				
Fringe Benefits				
Travel	\$2,500			\$2,500
Equipment				
Supplies	\$1,000			\$1,000
Contractual		\$44,000	\$396,000	\$440,000
Other				
Total Federal Funding				
Cost Share			\$88,000	\$88,000
Total Budget	\$3,500	\$44,000	\$484,000	\$531,800

c. Measuring Environmental Results

The volume of asbestos and other hazardous building materials removed during abatement will be “measured” by the selected contractor via disposal weight slips, etc. The cleanup of these materials will alleviate environmental concerns relative to further deterioration of the exposed asbestos insulation on former steam piping on the exterior portion of the building that has been issue for the last few years since the abandonment of the Power Plant, and it will eliminate other environmental or potential exposures concerns for Putnam Place work personnel and potential trespassers moving forward. These post-abatement (and subsequent demolition) results will be further “measured” by the new jobs created by the re-use of this area and expansion of the Putnam Place campus.

4. PROGRAMMATIC CAPABILITY AN PAST PERFORMANCE

a. Programmatic capability

The FRA is well versed in the coordination and management of state and federal grants in support of numerous programs including the creation and subsequent update of the Urban Renewal Plan, the acquisition and redevelopment of Putnam Place and in 2014 as a Brownfield Assessment Grant recipient.

Project Personnel:

Meagen Donoghue, serves as the executive director of the FRA and brings over 10 years’ experience of economic and community development as well as grants management and city planning experience. Ms. Donoghue provides final approval on all payments and monitors the FRA and other FRA personnel for compliance with programmatic requirements. Under the general direction of Ms. Donoghue, the FRA will implement and administer all funded activities relative to the project and serve as the agency’s project manager.

Jennifer Zumwalt, FRA serves as the FRA’s bookkeeper, and is responsible for tracking, accounting, and payment of all funds received by the FRA through various financial resources.

Contracted Personnel:

Licensed Site Professional (LSP) Contractor is used for technical assistance related to the cleanup preparation and permitting, cleanup oversight, and reporting. Currently, the FRA has an LSP on retainer for when the AUL on the property is triggered for any issues or projects that may arise, and it is expected that this LSP will oversee cleanup activities. Furthermore, the LSP will complete necessary reporting on the progress, offer technical reports for quarterly submissions to the EPA, and provide regular updates to the ACRES reporting system. The LSP acts as the compliance monitor for the FRA and assures compliance with the MCP and the Toxic Substance Control Act (TSCA).

b. Past Performance and Accomplishments

In 2014, the FRA was awarded a \$400,000 EPA Brownfield Assessment Grant. Eleven sites were identified in the original grant application, eight reports were generated in total. In 2019 alone, four of the eight locations were targeted for assessments. Phase II ESA reports and three Quality Assurance Project Plans for the FRA and the City of Fitchburg were conducted during 2018 for properties and were closed out in 2019 and is reflected in ACRES.



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Fax: 508-363-2976

massdevelopment.com

October 27, 2020

Meagen Donoghue, Executive Director
Fitchburg Redevelopment Authority
166 Boulder Drive
Fitchburg, MA 01240

Dear Ms. Donoghue,

I am pleased to offer MassDevelopment's strong support of the Fitchburg Redevelopment Authority's application for a FY21 EPA Brownfields Cleanup Grant. MassDevelopment is the Commonwealth's economic development and finance authority that through its financing programs and development services helps to create and retain jobs, add housing, eliminate blight and support the economic growth of the communities of the Commonwealth.

MassDevelopment is the statewide administrator of the Commonwealth's Brownfields Redevelopment Fund, which is able to provide recoverable grants or unsecured, interest-free financing up to \$100,000 for environmental assessment of brownfield sites. In addition, the Brownfields Redevelopment Fund offers flexible loans and recoverable grant funding up to \$500,000 for environmental cleanup of brownfields on eligible projects.

MassDevelopment has previously provided both support and needed funding to this site to prepare for redevelopment activity. Agency staff has worked with the Town at this site since 2008 first with a predevelopment award and then with an award in 2013 of \$500,000 in assessment and remediation funding to the Power Plant at the Putnam Place property on 166-200 Boulder Drive to seek to facilitate the property's redevelopment.

I wholeheartedly support the Fitchburg Redevelopment Authority's application for a Cleanup Grant from EPA, and look forward to continuing to work with them in the future.

Sincerely,

A handwritten signature in dark ink, appearing to read "Shyla H. Matthews", with a large, stylized flourish at the end.

Shyla H. Matthews, CCIM

Vice President of Community Development

APPENDIX

(Threshold Criteria Response)

1. Statement/Documentation of applicant eligibility
 2. Site Ownership Information
 3. Map & Aerial View
 4. ABCA
 - a. Basic Site Information
 - b. Status of History of Contamination
 - c. Statement that meets the criteria of Brownfield
 - d. Description of Environmental Assessment Conducted on the Site
 - e. Information on Enforcement
 - f. Property Specific Determination Information
 - g. Description of Cleanup Authority and Oversight Structure
 5. Community Notification Documents
 - a. Newspaper Advertisement
 - b. Advertisement Invoice
 - c. Sign-in Sheet
 6. Discussion of Cost Share
-

City Clerk
[Signature]
ATTEST
1964

101-64

No. _____ Folio _____

ORDER

Establishing a Redevelopment Authority under provisions of General Laws, Chapter 121, Section 26QQ.

In City Council,

January 21, 1964.

Order read and adopted by a unanimous vote. 11 members present. Board consists of 11 members.

Irene Bordenave, Clerk

PRESENTED TO THE MAYOR

For approval January 22, 1964

Irene Bordenave
City Clerk

MAYOR'S OFFICE

Fitchburg, Mass., *Jan. 22-1964*

APPROVED

George J. Bordenave
Mayor

City of Fitchburg

In City Council, January 21, 1964

ORDERED:- That the City Council does hereby determine that a Redevelopment Authority is needed in the City of Fitchburg for the purpose of the clearance of substandard, decadent and blighted open areas and engaging in Urban Renewal and Land Assembly and Redevelopment projects, and it is hereby further ordered that ~~it~~ is in the public interest that a Redevelopment Authority be organized in the City of Fitchburg under the provisions of General Laws-Chapter 121-Section 26A.

SIGNED

George J. Bourque
George J. Bourque, Mayor

Charles V. Bean

RECEIVED
1964 JAN 21 PM 3:39
CITY CLERK'S OFFICE
CITY OF FITCHBURG, MASS.



Fitchburg, Massachusetts

718 MAIN STREET

TELEPHONE 343-4821

OFFICE OF THE MAYOR

GEORGE J. BOURQUE
MAYOR

ANTHONY B. CELUZZA
SECRETARY

H. ELAINE PANANOS
CLERK

January 21, 1964

TO THE HONORABLE CITY COUNCIL

Honorable Members:


In order to comply with a requirement of the State Housing Authority who will finally certify the membership of the new Redevelopment Authority, I am hereby submitting this order.



Inasmuch as the City Council and the Fitchburg Housing Authority have agreed and voted that the Housing Authority and the Redevelopment Authority should be separate authorities I am anxious that all steps be properly taken to insure the early activating of the new Redevelopment Authority.

I realize that your Honorable Body and the citizens of this city are anxious that the redevelopment program be re-organized and reinitiated. This I am certain the new authority will do.

Very truly yours

GJB/abc
Order attached;


George J. Bourque, Mayor


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PROPERTY TRANSFER AND
ECONOMIC DEVELOPMENT AGREEMENT

I. Introduction and Purpose.

General Electric Company ("GE"), a corporation incorporated in the State of New York and the Fitchburg Redevelopment Authority ("FRA"), a public body politic and corporate, duly organized and existing pursuant to Chapter 121B of the General Laws of the Commonwealth of Massachusetts (each a "Party" and collectively the "Parties"), enter into this Property Transfer and Economic Development Agreement (this "Agreement") with the mutual interest of promoting the economic redevelopment of, and setting forth the terms for the transfer of the Property (defined below).

On February 9, 1999, the Parties and the City of Fitchburg (the "City") entered into an agreement (the "Term Sheet") to establish guidelines and understandings for the mutual interest of promoting the economic redevelopment of that industrial site owned by GE in Fitchburg, Massachusetts more particularly described on Attachment A hereto together with all rights, licenses, and easements appurtenant thereto. The Term Sheet established a working set of principles as the basis for the conveyance of the Property; however, this Agreement supersedes the terms and provisions of the Term Sheet and all previous writings and oral discussions between the Parties concerning the Property. The Parties believe that the activities outlined in this Agreement, along with their good faith efforts to implement the same, will rejuvenate a portion of Fitchburg by creating a pleasant work and commercial environment that will attract businesses and increase employment in Fitchburg. The Parties view such redevelopment as being mutually beneficial. Based on these common goals, the Parties agree to the following:

II. Transfer of Property.

A. Property Description.

1. The property, as more fully described on Attachment A (the "Property"), and any buildings, structures and improvements now or hereafter located on the property (the buildings and such other structures and improvements being hereinafter collectively called the "Improvements"), together with all easements, licenses, rights-of-way, and other appurtenant rights used or connected with the beneficial use or enjoyment of the Property and/or

Property Transfer and
Economic Development Agreement


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the Improvements, and all of GE's right, title and interest in and to all streets, water courses or water bodies adjacent to, abutting or serving the Property (the Property and the Improvements and all such other rights being hereinafter collectively called the "Real Property");

2. All machinery, apparatus, appliances, chattels, equipment, furniture, fittings, fixtures, tools, supplies and all other articles of personal property of every kind and nature whatsoever owned by GE and located as of the date of execution of this Agreement in or upon the Real Property including, without limitation, those items on Attachment B hereto and used or useable in connection with any present or future use, operation, and occupation of the Real Property (collectively, the "Tangible Personal Property"); and

3. All of GE's right, title and interest in and to all service, repair, maintenance, management, and operation warranties which relate to or affect the use, operation and/or enjoyment of the Real Property or the Tangible Personal Property, if any.

The Deeds (hereafter defined) to the Real Property shall convey all of GE's right, title and interest to the Real Property as well as to any and all easements and rights appurtenant thereto.

B. Property Plan.

The Real Property is depicted on a plan entitled: "Plan of Land in Fitchburg, Massachusetts. Owned by: General Electric Company. Dated: December 9, 1999 Scale: 1"=60' Bradford Saivetz + Associates, Inc. Braintree, Mass." showing the Real Property and the buildings thereon (the "Survey").

C. The Transfer

1. The Real Property shall be transferred to FRA for One Dollar and other consideration further described in this Agreement. The transfer of title to the Real Property shall occur on December 29, 1999, at 11:00 a.m. (the "Transfer Date") at the offices of Bowditch & Dewey located in Framingham, Massachusetts (the "Transfer").

2. If at the time of the Transfer, GE fails or is unable to convey good, clear and marketable title to the Real Property, or to make conveyance of the Real or Tangible Personal Property, or to deliver possession of the Real Property free and clear of all tenants and occupants as required herein, or


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perform all of the other obligations set forth in Section III.A. herein, or if at the time of the Transfer the Real Property does not otherwise conform with the provisions hereof, GE shall use reasonable efforts to remove any defects in title, or to deliver possession, or to make the Real Property conform, or take any other actions necessary to satisfy such obligations, as the case may be. If the foregoing are not accomplished by the Transfer Date, the Transfer shall be deemed extended for an additional 30 days.

D. Title: Encumbrances.

All of GE's title to the Real Property shall be transferred by delivery of good and sufficient Massachusetts quitclaim deeds covering that portion of the Real Property with title registered with the Massachusetts Land Court and covering that portion of the Real Property that is not registered, (the "Deeds") running to FRA, accompanied by original corporate secretary's certificates and other evidence of GE's corporate authority necessary to file the Deeds for the registered land in the Worcester County North Division of the Land Court, and to record the Deeds for the unregistered land in the Worcester County North Registry of Deeds. The Deeds must convey good and clear record and marketable title to the Real Property, free from encumbrances, except:

- a. provisions of building, environmental, zoning and other land use laws;
- b. any municipal taxes for the then current and future tax periods not yet due and payable on the date of the delivery of the Deeds;
- c. any liens for betterment assessments imposed after the date of this Agreement;
- d. the Activity and Use Limitations set forth in Attachment C hereto; and
- e. matters of record in the Worcester County North Registry of Deeds or the Worcester County North Division of the Land Court affecting the Real Property or matters shown on the Survey.

Title to the Tangible Personal Property and Warranties shall be conveyed by an Assignment of Interests with quitclaim covenants.


Initials_____
InitialsIII. Conditions to Transfer.

A. On the Transfer Date GE shall deliver full possession of the Property to FRA. The Property shall be:

1. in the same condition as on the last date of inspection of the Real Property and Tangible Personal Property by FRA excepting only (i) reasonable use and wear and (ii) damage by fire or other insured casualty not exceeding \$25,000 in cost to repair (a "Minor Insured Casualty");

2. in compliance with all instruments set forth in Section. II.D. of this Agreement; and

3. free and clear of all tenants and occupants.

If a Minor Insured Casualty occurs prior to the Transfer, at the Transfer GE must pay FRA the insurance proceeds. Except as provided above and in Sections V. and VI. of this Agreement, concerning GE's obligations to complete the remedial process set forth in the MCP (as hereinafter defined) the Property will be delivered in "AS-IS" condition.

B. In addition to the Deeds and Seller's corporate authorizations, GE shall execute and/or deliver at the time of Transfer the following:

1. a non-foreign person affidavit under section 1445 of the Internal Revenue Code ("IRC");

2. a 1099-S Statement as required by the IRC;

3. an acknowledgment in the deeds that this is not the sale of all or substantially all of the assets of GE in Massachusetts or, if it is, then a Waiver of Corporate Excise Tax Lien from the Massachusetts Department of Revenue;

4. Assignment of Interests;

5. the Memorandum of Gift; and

6. the keys to the Improvements.


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C. GE shall deliver at the Transfer a cashiers check in the amount of \$750,000 payable to FRA.

D. On or before the Transfer Date, GE shall file with the Massachusetts Department of Environmental Protection ("MADEP"), with copies to the FRA, a Response Action Outcome ("RAO") or Remedy Operation Status ("ROS") Statement for all "disposal sites" which individually or collectively constitute the entire Property.

E. On or before the Transfer Date, GE shall deliver the studies, information, reports, analyses and/or programs relating to the presence of oil or hazardous wastes, hazardous substances or hazardous materials, as defined in federal and Massachusetts law ("Hazardous Substances") on, at, or emanating from the Property (the "Environmental Conditions"), including but not limited to information regarding asbestos in or removed from the Improvements, or the testing for, investigation of or remediation of Hazardous Substances at or from the Property as described on Attachment D.

F. On the Transfer Date, GE shall obtain a pollution liability insurance policy, or a binder, for such policy, which shall affirmatively provide coverage to GE for claims for bodily injury, property damage, and governmental claims with respect to the known and unknown Environmental Conditions associated with the Property, and so-called "cost cap" protection with respect to the remediation of the disposal sites, in the amount of at least ten million dollars (\$10,000,000), with a deductible of no more than one hundred thousand dollars (\$100,000) effective as of the Transfer Date, which policy shall name FRA as an Additional Insured. Under such policy, FRA shall be entitled to make direct claims against the policy for defense and indemnification without any action or consent by GE. Said policy shall be maintained in effect for a period of ten (10) years. FRA shall be responsible for paying the premium for such pollution liability insurance policy. In the event that the premium for said policy is retroactively adjusted to reduce the cost of the insurance, any refunds or credits for the premium payment shall be reimbursed to FRA in accordance with the provisions of Section V.A.3. of this Agreement.

IV. Representations and Warranties.

A. GE makes the following representations and warranties, which shall be true and correct as of the date hereof and as of the Transfer Date and, except as expressly provided herein, shall continue in full force and effect after the transfer of the

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Initials Initials

Property to the FRA, and shall survive the delivery of the Deeds and any and all other documents transferring title to the FRA.

1. GE is a corporation duly organized, validly existing and in good standing under the laws of the State of New York, and that it has full corporate authority to enter into this Agreement and to transfer the Real Property and Tangible Personal Property and to perform all of its obligations and agreements set forth in this Agreement.

2. There is no action or investigation pending or, to the best knowledge and belief of GE, threatened, anticipated or contemplated (nor, to the knowledge of GE, is there any reasonable basis therefor) against or affecting the Real Property or GE before any governmental authority which could prevent or hinder the consummation of the transaction contemplated hereby or which in any single case or in the aggregate might result in any material adverse change in use, condition or operation of the Real Property.

3. Prior to the date of the Survey, GE demolished and removed the foundations of certain buildings on the Property and, at its own expense, restored and refurbished certain buildings on the Property that are identified on the Property Plan.

4. GE represents and warrants that it has disclosed relevant information in its possession, as listed on Attachment D hereto, with respect to Hazardous Substances at the Real Property, including but not limited to all relevant sampling results of building interiors and exteriors, soils and groundwater obtained from the Real Property.

5. GE represents and warrants that, as of the Transfer Date, GE and its agents have filed the reports listed pursuant to the applicable requirements of the Massachusetts Contingency Plan ("MCP") with respect to the Real Property.


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B. FRA makes the following representations and warranties which shall be true and correct as of the date hereof and as of the Transfer Date and shall remain in full force and effect after the transfer of the Real Property to the FRA and shall survive delivery of the Deeds and any and all other documents transferring title to the Real Property to FRA.:

1. FRA has full authority to enter into this Agreement, to accept the transfer of the Real Property and to perform all of its obligations and agreements set forth in this Agreement, including, without limitation, the authority to:

- a. obtain property through purchase or gift;
- b. to the extent authorized by law, indemnify GE as set forth herein;
- c. issue bonds or notes to raise funds;
- d. redevelop the Real Property; and
- e. lease or sell the Real Property for reuse.

2. The execution, delivery and performance by the FRA of this Agreement and the documents to which the FRA shall be a party do not and will not contravene any provision of (a) the FRA's organizational documents or any agreement to which the FRA is a party, or (b) any present judgment, order, decree, writ or injunction applicable to the FRA.

V. Covenants.

The Parties hereto expressly agree and acknowledge that the following covenants shall survive the delivery of the Deeds and are intended to remain in full force and effect after the Transfer Date.

A. GE covenants as follows:

1. GE shall perform at its own expense all MCP-related activities necessary to achieve and maintain a Permanent Solution, as defined in the MCP, for all Hazardous Substances discovered to date on the Real Property, including the performance of any obligations required by the MADEP as a result of its audit to determine compliance with the MCP.

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2. GE shall repair, at GE's sole expense, any damage to the Real Property directly caused by the performance of any activities, including but not limited to all MCP-related activities by GE, its agents, employees, independent contractors or representatives, after the transfer of the Real Property, promptly after completing the same. GE agrees to defend, hold harmless and indemnify FRA, and FRA only, from and against any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs but not including consequential damages) arising out of any activities by GE after transfer of the Real Property unless caused by the negligence or willful misconduct of FRA or any of FRA's employees, agents, contractors, representatives, tenants, officers, directors, successors or assigns. Prior to any entry on the Real Property, GE shall deliver to FRA insurance certificates demonstrating to FRA's reasonable satisfaction that the persons and organizations which will perform any work are adequately covered by workmen's compensation and public liability insurance naming FRA as an additional insured.

B. FRA covenants as follows:

1. FRA shall provide to GE and GE's contractors and representatives reasonable access to the Real Property after transfer as needed to address issues associated with the Real Property including, without limitation, maintaining or conducting investigative or response activities relative to the testing for the presence or remediation of Hazardous Substances pursuant to the MCP. In exercising its access rights under this Agreement, GE shall endeavor not to interfere with the quiet enjoyment of the Real Property, to the extent consistent with GE's obligations.

2. FRA shall provide to the United States and the Commonwealth of Massachusetts and their contractors and representatives access to the Real Property to the same extent GE would be required to provide such access had the Real Property not been transferred to FRA.

3. FRA shall be entitled to sell all or any portion of the Real Property or to transfer a leasehold interest in all or any portion of the Real Property, provided that FRA shall notify each such buyer and transferee or tenant of the existence and provisions of this Agreement and shall provide a copy of this Agreement to each such buyer and transferee or tenant, and

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provided further that FRA shall include as a condition in any purchase and sale agreement, which condition shall survive the transfer of title thereunder, or any lease a requirement that the buyer and transferee or tenant agrees to abide by all existing Activity and Use Limitations and the access provisions set forth above. FRA's obligations to indemnify GE and all other obligations set forth herein shall survive any such subsequent transfer.

4. FRA shall include as a condition in any purchase and sale agreement, which condition shall survive the transfer of title thereunder, or any lease, a requirement that each buyer and transferee or lessee grant GE a covenant not to sue or bring any further action and release GE fully from all claims, causes of action, damage, injunctive relief, or other remedies, whether at law or in equity, that a buyer and transferee or lessee has or will ever have against GE with respect to or arising from the transportation, storage, use, treatment, disposal, or arrangement for disposal of any hazardous substance, pollutant or contaminant (as defined under federal or state law) at the Real Property, except (1) as such claims are reserved by applications of the Indemnification provided to the FRA by GE or (2) in connection with any claims by the FRA arising out of a breach of GE's representations and warranties herein.

5. FRA shall pay GE's premium for pollution liability insurance, with FRA named as an additional insured.

6. FRA shall maintain the Real Property in accordance with the Activity and Use Limitations and any other restrictions recorded with the Deeds or any subsequent modification thereof.

7. Effective upon the Transfer Date, FRA covenants not to sue and releases GE from all claims, causes of action, damage, injunctive relief, or other remedies, whether at law or in equity, that the FRA has or will ever have against GE with respect to or arising from the transportation, storage, use, treatment, disposal, or arrangement for disposal of any Hazardous Substance, at the Real Property on or before the Transfer Date, except (1) as such claims are reserved by application of the indemnifications provided to the FRA by GE in Section VII. below, or (2) in connection with any claims by the FRA arising out of a breach of GE's representations and warranties and covenants pursuant to Sections IV. and V. herein.

VI. Indemnifications.

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The following obligations of the Parties shall remain in full force and effect after the delivery of the Deeds and the transfer of the Property AND SHALL SURVIVE the Transfer Date:

A. GE.

1. Pursuant to this Agreement, GE shall at, from and after the Transfer Date, be responsible for performing all MCP-related activities necessary to achieve a Permanent Solution, and performing all obligations required by the MADEP as a result of its audit of any ROS or RAO for the Real Property or portion thereof related to the Hazardous Substances identified in the enclosed reports, including but not limited to performance of those remediation activities described in the documents listed in Attachment D hereto. GE shall, on and after the Transfer Date, indemnify and hold FRA harmless against any and all losses, costs, expenses, damages or claims out of or in connection with GE's acts, omissions or obligations to perform said MCP-related activities or responses to an MADEP audit.

2. GE shall, on and after the Transfer Date, indemnify and hold FRA harmless from and against any and all losses, costs, expenses, damages or claims arising out of or in connection with personal injuries or harm resulting from any exposure to Hazardous Substances at, on, in or emanating from the Real Property occurring before the Transfer Date.

3. GE shall, on and after the Transfer Date, indemnify and hold FRA harmless from and against any and all losses, costs, expenses, damages or claims arising out of or in connection with the application of the discovery rule to a claimant injured before the Transfer Date and any claims made by GE's employees or former employees; agents, or former agents, for any acts or failures to act, or claims of which GE is aware or should have been aware of before the Transfer Date.

B. FRA.

FRA shall defend, indemnify and hold GE harmless from and against any and all losses, costs, damages or claims, up to an aggregate limit of \$10,000,000, with respect to the following matters, provided such losses, costs, damages or claims arise and are asserted after the Transfer Date and to the extent that such losses, costs, damages or claims are covered by the pollution liability insurance policy obtained by GE in accordance with this agreement, except that any deductible under said policy shall be paid by the FRA:


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1. tort liability associated with FRA's (or its successor's(s')) ownership, use, or occupancy of the Real Property including, without limitation, liability from exposure to any Hazardous Substances during use, ingress to, or egress from the Real Property. Notwithstanding the foregoing, FRA shall not be liable for claims arising after the delivery of the Deeds because of the application of the discovery rule to a claimant injured before the transfer. FRA shall not be liable for, nor indemnify nor release GE from any claims raised by GE's employees or former employees, agents, or former agents, for any acts or failures to act, or claims, of which GE is aware or, by conducting reasonable due diligence, should have been aware before the Transfer;

2. damage to any remedy or other work performed by GE to remediate the hazardous conditions on the Real Property, actually caused by the interference by FRA or a third party not controlled or invited on or otherwise allowed to enter the Property by GE;

3. the imposition of new environmental regulations by a Governmental Authority after the issuance of the RAO Statements ("RAOS") for the Permanent Solution for all portions of the Real Property by GE, to the extent that such claims are covered by the so-called "cost cap" provisions of GE's pollution liability insurance policy, except for those responsibilities identified by the MADEP in connection with its audit of the remediation of the Property, which pursuant to Sections V. and VI. above, remain the responsibility of GE; and

4. claims asserted against GE for bodily injury or property damage suffered or incurred as a result of the off-site migration of Hazardous Substances from the Property.

VII. Dispute Resolution.

A. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes between the Parties. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise.

B. Any dispute that arises under or with respect to this Agreement that cannot be resolved in the daily management and implementation of this Agreement shall in the first instance be the subject of informal negotiations between the Director of FRA and GE Power System's General Manager, Environment Health & Safety, as the case may be, who shall use their respective best efforts to resolve such dispute. The dispute shall be considered to have

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arisen when one Party sends the other Parties a written notice of dispute or fails to perform its obligations hereunder on the date of the Transfer. The period for informal negotiations shall not exceed 30 days unless otherwise agreed in writing by the Parties.

C. In the event that the Parties cannot resolve a dispute by informal negotiations under the preceding paragraph of this Section, the Parties involved in the dispute agree to submit the dispute to mediation. Within 14 days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties shall submit the dispute to mediation administered by the American Arbitration Association. The period for mediation shall commence upon the appointment of the mediator and shall not exceed 60 days, unless such time period is modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each party involved in the dispute. The Parties will bear their own costs of the mediation, except that GE shall pay for the time and expenses of the mediator. The Parties agree that all mediated discussions shall remain confidential.

D. In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, they shall consider but not be required to use binding arbitration. In the event that the Parties cannot resolve a dispute by any of the foregoing methods, and choose not to utilize binding arbitration, then venue for judicial enforcement shall be the Worcester County Superior Court or the Federal District Court of Massachusetts. Notwithstanding the foregoing, injunctive relief may be sought without resorting to negotiation, mediation or other form of alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement.

VIII. Miscellaneous.

A. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts except to the extent federal law applies and shall take effect as a sealed instrument.

B. All notices given hereunder shall be in writing and addressed to the Parties at the following addresses:


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Seller: GENERAL ELECTRIC COMPANY
Power Systems
1 River Road
Schenectady, NY 12345

Attn: Richard Lubert, General Manager,
Environment, Health and Safety
General Electric Company
1 River Road
Schenectady, NY 12345

with a James Sevinsky, Esq.
copy to: General Electric Company
Power Systems
1 River Road
Schenectady, NY 12345

Buyer: FITCHBURG REDEVELOPMENT AUTHORITY
718 Main Street
Fitchburg, Massachusetts 01420
Attn: Michael Lanava, Executive Director

with a Nutter, McClennen & Fish, LLP
copy to: One International Place
Boston, Massachusetts 02110
Attn: Michael A. Leon, Esq.

Notices shall be sent either by hand delivery; recognized overnight courier such as Federal Express; or by registered or certified mail, postage prepaid, return receipt requested. If sent by hand delivery, notice shall be deemed given upon receipt. If sent by overnight courier, notice shall be deemed given one business day after deposit with such courier, marked for next business day delivery. If sent by registered or certified mail, notice shall be deemed given three days after deposit with the United States Postal Service.

C. This Agreement sets forth the entire agreement between the Parties, binds and inures to the benefit of their respective successors and assigns and may be canceled, modified or amended only by a written instrument signed by all the Parties hereto.

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D. FRA shall pay the full amount of all documentary, stamp or other taxes required in connection with the recording of the Deeds to be delivered hereunder.

E. GE and the FRA represent and warrant to each other that neither has dealt with any real estate agent or broker, and was not called to the attention of the other as a result of any services or facilities of any such real estate agent or broker. GE and the FRA shall indemnify, exonerate and hold the other harmless from and against any claim, loss, damage, cost or liability for any brokerage commission or fee which may be asserted against the other as a result of the other's breach of this warranty. The provisions of this Section shall survive delivery of the deed hereunder.

F. The acceptance of the deed by the FRA shall be deemed to be a full performance and discharge of every agreement and obligation of GE herein contained and expressed, except such as are, by the terms hereof, to survive, or to be performed after, the delivery of said deed.

G. No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

Executed by the parties hereto as an instrument under seal as of December 29, 1999.

GENERAL ELECTRIC COMPANY

By: _____
Richard Lubert, General Manager,
duly authorized

Date: _____

FITCHBURG REDEVELOPMENT AUTHORITY

By: Michael Lanava
Michael Lanava, Executive Director,
duly authorized

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Date: _____
12-23-99 v 6.wpd

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List of Attachments

- A. Property Description
- B. List of Personal Property
- C. AULs
- D. List of Environmental Reports.

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Fitchburg Document List

72-Hour & 120 Release Notification Forms, dated October 15, 1998

RTN 2-0263

- Tighe & Bond, *Phase I Report*, dated August 6, 1991
- TRC, *Waiver Application*, dated September 1993, as amended November 1993
- Haley & Aldrich, *Tier II Extension Submittal (RTN2-0263)*, dated November 16, 1998
- Dames & Moore, *Phase II Comprehensive Site Assessment Scope of Work (RTN 2-0263 & 2-12486)*, dated January 12, 1999
- Dames & Moore, *Phase II Comprehensive Site Assessment Report (RTN 2-0263 & 2-12486)*, dated July 16, 1999
- Haley & Aldrich, *Report on Method 3 Risk Characterization (RTN 2-0263 & 2-12486)*, dated July 16, 1999
- Haley & Aldrich, *Release Abatement Measure Plan (RTN 2-0263)*, dated February 10, 1999
- Haley & Aldrich, *Release Abatement Measure Status Report (RTN 2-0263)*, dated June 11, 1999 JHZ@haleyaldrich.com
- Haley & Aldrich, *Release Abatement Measure Completion Report (RTN 2-0263)*, dated September 17, 1999
- Haley & Aldrich, *Release Abatement Measure Plan (RTN 2-0263)*, dated May 17, 1999
- Haley & Aldrich, *Release Abatement Measure Status Report (RTN 2-0263)*, dated September 16, 1999
- Haley & Aldrich, *Report on Class A-3 Response Action Outcome Statement (RTN 2-0263)*, dated December 14 1999
- Haley & Aldrich, *Release Abatement Measure Plan (RTN 2-12486)*, July 19, 1999, as amended August 6, 1999
- Haley & Aldrich, *Release Abatement Measure Completion Report (RTN 2-0263 formerly RTN 2-12486)*, dated November 18, 1999

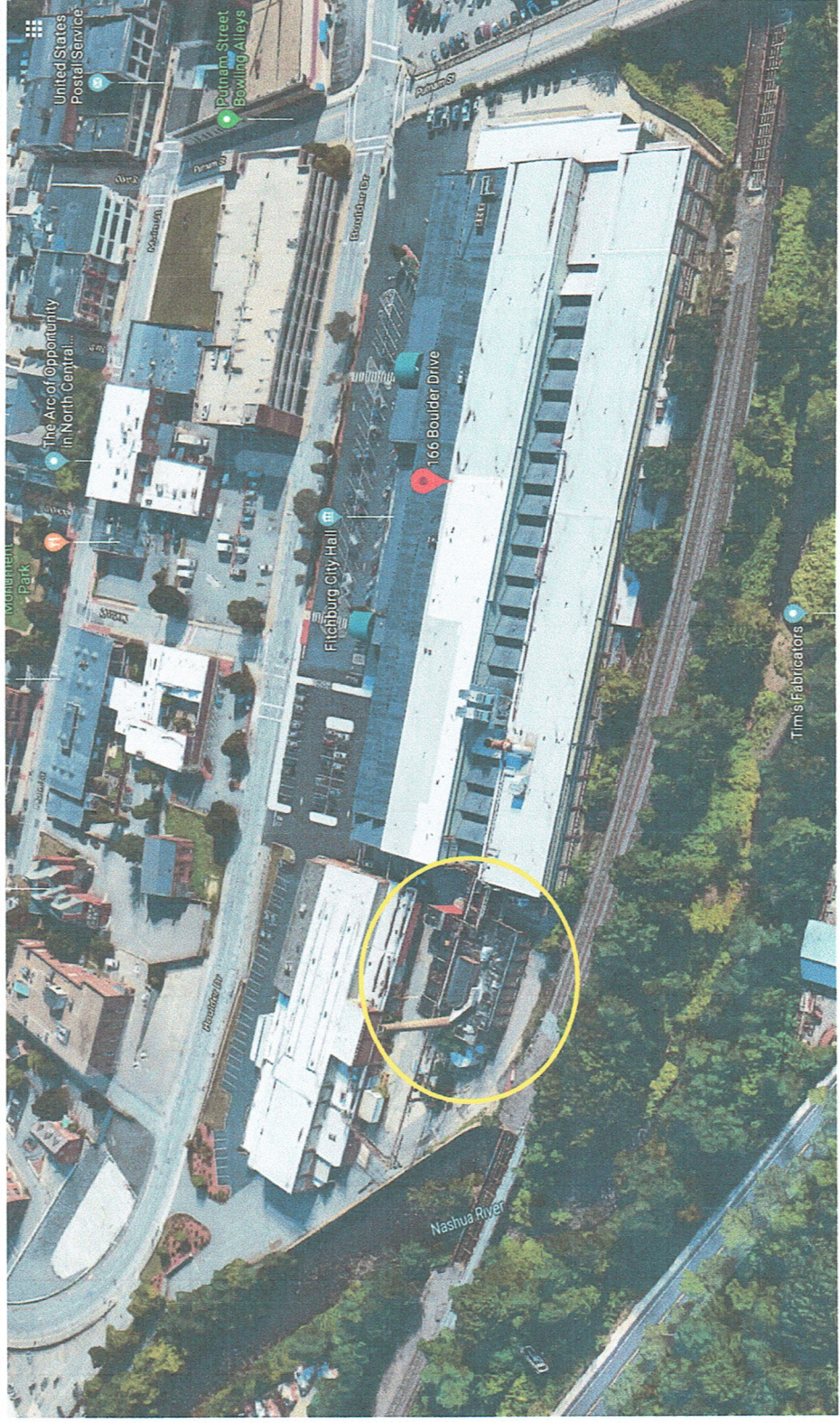
RTN 2-12415

- Dames & Moore, *Immediate Response Plan (RTN 2-12415)*, dated November 16, 1998
- Dames & Moore, *Status Report – Immediate Response Action (RTN 2-12415)*, dated January 21, 1999
- Dames & Moore, *Turbine Oil Immediate Response Action Completion Report (RTN 2-12415)*, dated June 24, 1999
- Dames & Moore, *Phase I Initial Site Investigation and Phase II Comprehensive Site Assessment Report (RTN 2-12415)*, dated August 20, 1999
- Dames & Moore, *Release Abatement Measure Plan (RTN 2-12415)*, dated September 10, 1999
- Haley & Aldrich, *Release Abatement Measure Completion Report (RTN 2-12415)*, dated December 1999
- Haley & Aldrich, *Remedy Operation Status Submittal (RTN 2-12415)*, dated December 1999

Asbestos / D&D Reports

- H+GCL, Inc., *Investigative Survey Report for Asbestos Containing Material*, dated September 23, 1992
- BB&L, Inc., *Facility Decommissioning and Building Demolition Summary Report*, dated December 1999

The Site



DRAFT
Analysis of Brownfields Cleanup Alternatives
Power Plant Building at Putnam Place (Former GE Facility)
166 Boulder Drive, Fitchburg, Massachusetts
MassDEP Release Tracking Number: 2-0263

Prepared for Fitchburg Redevelopment Authority
November 2019

1. Introduction & Background:

- a. **Site Location and Description:** The Site is located at 166-200 Boulder Drive or collectively referred to as 166 Boulder Drive. According to the Fitchburg Assessor's office, the site property is identified as parcel 01 on Tax Map 42, and the parcel size is approximately 10.17 acres. The Site is currently owned by FRA.

This Site is the former location of a General Electric (GE) facility, which has been renovated by FRA and is now known as Putnam Place, which currently includes three separate buildings including:

- Former GE facility "Building No. 2" which has a footprint of approximately 154,000 square feet. This building is currently occupied by FRA's office, DRS Power Technology, City of Fitchburg municipal offices, Worcester County Registry of Deeds, National Ecological Observatory Network, and River Styx Brewing.
- Former GE facility "Building No. 3" which has a footprint of approximately 35,000 square feet and is currently unoccupied.
- Former GE facility "Power Plant" building, which is also currently unoccupied and is subject of this document.

The former GE power plant building, which is located on the rear portion of the complex, has a footprint of approximately 7,300 square feet. The building is constructed of mostly brick and contains two (2) boilers that extend from the building basement up to the second story of the building. The building also contains a smokestack, and there is an existing above ground

storage tank (AST) located in a separate enclosure immediately adjacent to the power plant building. The building is mostly surrounded by paved surface areas, and a railroad spur line is located to the south of the building.



The Site is located within the City's Downtown Urban Renewal Plan area and is abutted by the Nashua River. The Site is also located within an Opportunity Zone based on Census Tract: 25027710700.

2. Previous Site Use(s) and any previous cleanup/remediation:

- a. **Site History:** The Site was utilized by GE to manufacture electric turbines from circa 1941 until 1998. Prior to 1950, the Manning & Maxwell Machine Works Company occupied the site (circa 1936 to 1950). The Putnam Machine Company occupied the Site from at least 1887 to 1902. The City of Fitchburg/FRA took ownership of entire site complex circa 1999. As part of



redevelopment of the site into "Putnam Place," FRA leveraged several public and private funding sources to conduct previous assessment and cleanup, facility renovation and improvements, and partial building demolition completed in 2004.

The former power plant building was constructed circa 1914 and was used by both Manning & Maxwell Machine Works and GE to power their facilities and manufacturing operations. The building has been abandoned since the early 2000s (Putnam Place buildings are now heated by natural gas) and is in deteriorated condition.

- b. **MCP History:** In 1988, the Massachusetts Department of Environmental Protection (MassDEP) assigned Release Tracking Number (RTN) 2-0263 to the former GE property for releases associated with petroleum (No. 6 fuel oil) and chlorinated volatile organic compounds to soil and groundwater, and polynuclear aromatic hydrocarbons and heavy metals associated with urban fill soils. Specific to the power plant building, a former 4,000-gallon waste oil underground storage tank was located adjacent to (east of) this building and was removed in 1999.



The site release was closed out with Class A-3 Response Action Outcome Statement with an Activity and Use Limitation (AUL) in December 1999 under the Massachusetts Contingency Plan (MCP; 310 CMR 40.0000) regulations. Following an audit by MassDEP in July 2014, the AUL was retracted and a new AUL was recorded on the property deed in January 2015. The AUL that was placed across the entire 10.17-acre property does not distinguish between the type(s) of contamination (and levels of) present on different portions of the Site, but rather restricts future site uses to non-residential and requires The AUL also specifies obligations and conditions which must be followed to maintain a Permanent Solution and a condition of No Significant Risk in accordance with the MCP. Specifically, prior to any activity that is likely to result in the excavation, transportation and disposal of contaminated soil from the property, the AUL requires preparation of a Soil Management Plan by a Licensed Site Professional LSP; a hazardous waste site cleanup professional in Massachusetts) and a Health & Safety Plan by a Certified Industrial Hygienist or other qualified individual.

- c. **HBMA History:** Under a recent EPA-funded Brownfields Assessment program, FRA had a Pre-Demolition Hazardous Building Materials Assessment (HBMA) completed in 2018. The HBMA work included a visual assessment of each functional space, for the presence of suspect hazardous building materials (asbestos, polychlorinated biphenyls - PCBs), physical bulk sampling of suspect asbestos and PCB-containing materials, and sampling of concrete floor materials for chlorinated volatile organic compounds, which is a contaminant of concern for the subsurface environment at the site. A visual inventory of other hazardous/regulated wastes (i.e. oil and mercury-containing equipment/devices, etc.) was also completed. The HBMA findings indicated that extensive amount of asbestos containing materials (ACM) were identified, including but not limited to Thermal System Insulation (TSI - pipe and fitting insulation), transite boards, window caulking, window glazing, galbestos siding, and roofing materials. PCBs were detected above 50 parts per million (ppm) in epoxy floor paint on a portion of the basement floor level. Other hazardous building materials identified including fluorescent light tubes and thermostats suspected of containing mercury, PCB and diethylhexyl phthalate (DEHP)-containing light ballasts, as well as white goods, cleaning chemicals, oils, and paints that should be segregated during demolition and recycled or disposed of as regulated or hazardous waste.



Since the completion of the HBMA survey, FRA has had to perform an emergency asbestos removal program for an incident outside of the former power plant building, as TSI materials had fallen to the ground from inoperable overhead insulated piping systems traversing between the subject building and Building No.2. This issue was addressed in April 2019.



- d. **Project Goal:** FRA is actively marketing the re-use of the unoccupied Building No.3 located off Boulder Drive adjacent to (in front of) the former power plant building. One of the prohibitors to reuse of that building is the lack of parking on the property. Since the abandoned power plant building no longer serves a purpose, is in deteriorated condition, and may become a further hazard over time, this building is slated for demolition to facilitate construction of additional parking areas necessary to support existing and future tenants of the Site.

3. Applicable Regulations and Cleanup Standards:

- a. **Cleanup Oversight Responsibility:** The "cleanup" of the ACM and other hazardous building materials in the abandoned power plant building are the responsibility of FRA as the current owner.

As the current owner, FRA is also the "Responsibility Party" for maintaining the AUL on the property, as well as any cleanup (or soil management) that occurs under site RTN 2-0263. FRA's environmental consultant / LSP will be responsible submitting a Release Abatement Measure (RAM) Plan to MassDEP for the proper management of soils during response actions at the Site.

- b. **Cleanup Standards:** For the PCBs in the building materials, Toxic Substance Control Act (TSCA) regulations at 40 CFR §761.61 are applicable. For environmental issues (i.e., soil contamination) associated with RTN 2-0263 under the AUL, the proper management of soils encountered during response actions (or building demolition and foundation removal), MCP Method 1 standards are applicable.
- c. **Laws & Regulations Applicable to the "Cleanup" (Demolition) Project :** As indicated above, the laws and regulations that are applicable to this project include the MCP for site release RTN 2-0263 and TSCA regulations for the removal of the concrete with epoxy paint with PCBs greater than 50 ppm as a PCB Bulk Product Waste. In addition, several other Federal and Massachusetts laws and regulations are applicable to this project including (but not limited to):
 - USEPA National Emissions for Hazardous Air Pollutants (NESHAP) Regulations (Title 40 CFR, Part 61, Subpart M);
 - USEPA Asbestos Hazard Emergency Response Act (AHERA) Regulations (Title 40 CFR, Part 61, Subpart E);
 - US Department of Labor, OSHA Asbestos Regulations, 29 CFR 1926.1101
 - MassDEP Regulations 310 CMR 7.00, 310 CMR 18.00, and 310 CMR 19.00
 - Title 29 CFR, Part 1910, "Occupational Safety and Health Standards" (General Industry Standards)
 - Title 29 CFR, Part 1926, "Safety and Health Regulations for Construction" (Construction Industry Standards)
 - Title 29 CFR, Part 1926.62 "Lead-Construction"
 - Title 40 CFR, Part 172, "Hazardous Waste Transportation"
 - Title 40 CFR, Part 261, "Identification and Listing of Hazardous Waste"
 - Occupational Safety and Health Administration (OSHA) "Working with Lead in the Construction Industry"
 - 310 CMR 30 Hazardous Waste Regulations
 - 310 CMR 16, 19 Solid Waste Regulations

4. Cleanup Alternatives:

- a. **Cleanup Alternatives Considered:** To address "contamination" at the Site, three different alternatives were considered, including Alternative #1: No Action, Alternative #2: Abatement and Building Renovation, and Alternative #3: Abatement and Demolition. The alternative (or combined alternative) of cleanup of contaminated soils associated with the AUL is not considered because site contamination is generally prevalent across most of the 10.17-acre Site.
- b. **Evaluation of Cleanup Alternatives:** To satisfy EPA requirements, the effectiveness, implementability, and cost of each alternative must be considered prior to selecting a recommended alternative.

Effectiveness: Alternative #1: Since the abandoned power plant building no longer serves a purpose, is in deteriorated condition, and may become a further hazard over time, the "no action" alternative cannot be evaluated in detail. Alternative #2: The abatement of ACM and hazardous building materials to allow for future renovation of the power plant building for reuse would be effective in addressing the current building issues. Alternative #3: The abatement of ACM and hazardous building materials and demolition would be effective in addressing the current building issues, and it will facilitate construction of additional parking areas necessary to support existing and future tenants of the Site.

Implementability: Alternative #2: Renovation of the former power plant building for reuse cannot be easily implemented, as the building layout is not conducive for other reuses and the "power plant" is no longer needed. Alternative #3: The abatement and demolition of the power plant building can be readily implemented. Proper soil management under an MCP RAM Plan would also be warranted under this alternative because of the handling of soils would be needed to address utility cutoffs and for foundation removal.

Cost: For Alternative #2: The costs for abatement and renovation of the building cannot be easily determined because of the deteriorated condition of the building and because no building reuse options are known. Alternative #3: Based on the HMBA findings, the costs for proper abatement of ACM and other hazardous building materials (including PCBs) is approximately \$450,000. Following and/or as part of abatement, the cost to demolish the multi-story 7,300 square-foot building, backfill the basement area to grade, and to pave this area is approximately \$550,000.

- c. **Recommended Cleanup Alternative:** The recommended "cleanup" alternative is Abatement and Demolition of the building, which will address the current building issues, and it will facilitate construction of additional parking areas necessary to support existing and future tenants of the Site.

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AUTOMOTIVE



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294 General Maintenance

Water &

Public Notice

Commonwealth of
Massachusetts The Trial
Court - Probate and Family
Court Docket No.
W020P2441EA Worcester
Probate and Family Court
225 Main Street
Worcester, MA 01608
(508)831-2200 CITATION

ON PETITION FOR
FORMAL ADJUDICATION
Estate of: Richard James
Harrigan Also known as:
Richard J Harrigan Date of
Death: 09/15/2019, To all
interested persons: A
Petition for Formal

Determination of Heirs has
been filed by Deborah M
Harrigan of Lunenburg MA
requesting that the Court
enter a formal Decree and
Order and for such other
relief as requested in the
Petition. The Petitioner
requests that Deborah M
Harrigan of Lunenburg MA
be appointed as Personal
Representatives of said
estate to serve Without
Surety on the bond in an
unsupervised
administration.

IMPORTANT NOTICE: You
have the right to obtain a
copy of the Petition from
the Petitioner or at the
Court. You have a right to
object to this proceeding.

To do so, you or your
attorney must file a written
appearance and objection
at this Court before 10:00
a.m. on the return day of
11/10/2020. This is NOT a
hearing date, but a
deadline by which you
must file a written
appearance and objection
if you object to this
proceeding. If you fail to
file a timely written
appearance and objection
followed by an affidavit of
objections within thirty

Public Notice

FRA CLEANUP GRANT
APPLICATION LEGAL
NOTICE/PUBLIC NOTICE
Draft FY'2021 Brownfields
Cleanup Grant Application
Former Power
Plant/Building 6 at
166-200 Boulder Drive,
Fitchburg, MA
A Draft EPA Brownfields
Cleanup Grant Application
for the Former Power
Plant/Building 6 site at
166-200 Boulder Drive, in
Fitchburg, Massachusetts
will be available for public
review and comment.

The Draft Grant application
includes an Analysis of
Brownfields Cleanup
Alternatives, which will be
available for review at the
Fitchburg Redevelopment
Authority's Office at 166
Boulder Drive, Suite 104,
Fitchburg, MA during
regular business hours
(Monday-Friday: 8:30am
to 4:30pm).

The spokesperson
representing the Fitchburg
Redevelopment on the
Grant Application is
Meagen Donoghue,
Executive Director, who
can be reached in person
by appointment at the
above address, by email at
director@fitchburgredevelopment.com
or by phone at (978)
340-9602.

A public meeting to
discuss the EPA
Brownfields Cleanup Grant
Application and to receive
comments will be held on
October 15, 2020 at 4pm
at the Fitchburg
Redevelopment Authority's
conference room, located
at 166 Boulder Drive, Suite
104, Fitchburg, MA.
Covid-19 social distancing
practices will apply.

October 14 2020

Get INTO
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MEDIA

Order Confirmation

Ad Order Number
0001614541

Sales Rep.
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Order Taker
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Order Source

Customer
FITCHBURG REDEVELOPMEN

Customer Account
104771

Customer Address
166 BOULDER DR STE 104E
FITCHBURG MA 01420 USA

Customer Phone
9783459602

Payor Customer
FITCHBURG REDEVELOPMEN

Payor Account
104771

Payor Address
166 BOULDER DR STE 104E
FITCHBURG MA 01420 USA

Payor Phone
9783459602

PO Number

Ordered By

Customer Fax

Customer Email

Special Pricing

Tear Sheets
0

Proofs
0

Affidavits
0

Blind Box

Promo Type

Materials

Invoice Text

Ad Order Notes

Net Amount
\$178.98

Tax Amount
\$0.00

Total Amount
\$178.98

Payment Method
Invoice

Payment Amount
\$0.00

Amount Due
\$178.98

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0001614541-01	CLS Liner	AdBooker	
<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 57 II	

WYSIWYG Content

FRA CLEANUP GRANT
APPLICATION LEGAL
NOTICE/PUBLIC NOTICE
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at 166 Boulder Drive, Suite
104, Fitchburg, MA.
Covid-19 social distancing
practices will apply.

October 14 2020

<u>Run Date</u>	<u>Product</u>	<u>Placement</u>	<u>Rate</u>	<u>Sched Cst</u>	<u>Disc/Prem</u>	<u>Color</u>	<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>
10/14/2020	Sentinel and Enterpr	Legal	\$25.47 per Inch	\$161.31	\$0.00	\$0.00	\$0.00	\$0.00	\$161.31
10/14/2020	SE SunMedia	Legal	\$2.79 per Inch	\$17.67	\$0.00	\$0.00	\$0.00	\$0.00	\$17.67

2020 OCT -9 AM 9:54

**EPA Brownfields Cleanup Grant
Public Meeting**

Meeting Agenda

1. MEETING CALL TO ORDER

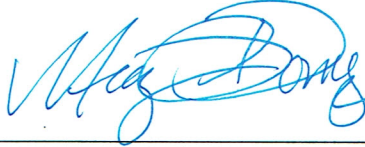
2. GENERAL BUSINESS

- Discuss EPA FY'21 Brownfields Cleanup Grant of Power Plant at 166-200 Boulder Drive

3. ADJOURNMENT

EPA Brownfields Cleanup Grant
Public Meeting
October 15, 2020
4:00pm

Fitchburg Redevelopment Authority Conference Room

Name:	Address:
 FRA EXECUTIVE DIRECTOR	166 BORDER DR. SUITE 104 FITCHBURG, MA 01420

COST SHARE

The Fitchburg Redevelopment Authority is prepared to pay 20% of the \$440,000 award request, totaling \$88,000. The cost share will be allocated for personnel, equipment, materials, and services for marketing the project, supplies for community meetings and educational events centering on the project and travel. Additional work hours by FRA staff will come in the form of in-kind services.

Total Project Request:

Categories	Task I: Cooperative Agreement Oversight	Task II: Abatement Design & Procurement	Task III: Abatement Activities	Total
Personnel				
Fringe Benefits				
Travel	\$2,500			\$2,500
Equipment				
Supplies	\$1,000			\$1,000
Contractual		\$44,000	\$396,000	\$440,000
Other				
Total Federal Funding				
Cost Share			\$88,000	\$88,000
Total Budget	\$3,500	\$44,000	\$484,000	\$531,800

Cost share:

Categories	Hours	Cost Share	Total
Personnel	40hr @ \$30/hr	\$1,200	\$1,200
Travel	-	\$2,500	\$2,500
Equipment	-	\$1,000	\$1,000
Supplies	-	\$1,000	\$1,000
Contractual	-	\$44,000	\$44,000
In-Kind	-	\$38,300	\$38,300
Total Budget	-	-	\$88,000

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

10/28/2020

4. Applicant Identifier:

Fitchburg Redevelopment Author

5a. Federal Entity Identifier:

962835786

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

Massachusetts

8. APPLICANT INFORMATION:

* a. Legal Name:

Fitchburg Redevelopment Authority

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

9628357860000

d. Address:

* Street1:

166 Boulder Drive

Street2:

Suite 104

* City:

Fitchburg

County/Parish:

Worcester

* State:

MA: Massachusetts

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

01420-7000

e. Organizational Unit:

Department Name:

Fitchburg Redevelopment Author

Division Name:

Executive Director

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

* First Name:

Meagen

Middle Name:

* Last Name:

Donoghue

Suffix:

Title:

Executive Director

Organizational Affiliation:

Fitchburg Redevelopment Authority

* Telephone Number:

9783459602

Fax Number:

* Email:

director@fitchburgredevelopment.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

F: U.S. Territory or Possession

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

* 12. Funding Opportunity Number:

EPA-OLEM-OBLR-20-07

* Title:

FY21 GUIDELINES FOR BROWNFIELD CLEANUP GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Fitchburg, Massachusetts -- Putnam Place Power Plant

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="440,000.00"/>
* b. Applicant	<input type="text" value="44,000.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="500,000.00"/>
* f. Program Income	<input type="text" value="3,500.00"/>
* g. TOTAL	<input type="text" value="987,500.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed: